



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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In Re:

Danielle Marazzi,

Debtor(s).

Order Filed on November 13, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No: 18-22723

Chapter 13

Hearing Date:

**ORDER APPROVING LOAN MODIFICATION OF EXISTING MORTGAGE ON
RESIDENCE AND REDUCING PROOF OF CLAIM ARREARS TO ZERO WITH
RESPECT TO BAYVIEW LOAN SERVICING, LLC.**

The relief set forth on the following pages, numbered two (2), is hereby **ORDERED**.

DATED: November 13, 2019

A handwritten signature in black ink, appearing to read "Michael B. Kaplan".
Honorable Michael B. Kaplan
United States Bankruptcy Judge

In re: Danielle Marazzi 18-22723 (MBK)

Order Approving Loan Modification and Reducing Proof of Claim Arrears to Zero with respect to Bayview Loan Servicing, LLC.

Upon consideration of Debtor's motion for an Order Approving Loan Modification of existing Mortgage on Residence and Reducing Proof of Claim Arrears to Zero with respect to Bayview Loan Servicing, LLC., and good cause appearing therefore, it is hereby

ORDERED that the Debtor is authorized to enter into a modification of her existing loan with Bayview Loan Servicing, LLC on her property located at 72 King George Road, Warren, NJ 07059 according to the following terms set out in the motion:

1. The unpaid principal balance due on the Note of \$525,077.57, shall be increased by \$245,200.56 the amount of the unpaid installments, interest, late charges, fees and costs, and , if applicable, any advances for unpaid property taxes and/or insurance premiums ("Unpaid sums Due"), for a total unpaid principal balance due of \$770,278.13 ("New Balance").
2. \$578, 403.64 of the Interest Bearing Principal Balance shall be an interest bearing balloon (the "Balloon payment") and interest will be paid within the monthly modified payment.
3. The interest rate will be 2.00% for the first five years starting June 1, 2019. During this time the monthly principal & interest payment will be \$2,332.60 with an estimated monthly escrow payment of \$1,024.41 for a total monthly of \$3,357.01.
4. The interest rate will increase to 3.00% for the following six years starting June 1, 2024. During this time the monthly principal and interest payment will be \$2,709.94. During this

period the monthly escrow amount may be adjusted periodically and can not be stated at this time.

5. The interest rate will increase to 4.000% for the following seven years starting June 1, 2025. During this time the monthly principal and interest payment will be \$3,108.24. During this period the monthly escrow amount may be adjusted periodically and can not be stated at this time.
6. The interest rate will increase to 4.375% for the following eight to seventeen years starting June 1, 2016. During this time the principal and interest payment will be \$3,261.30. During this period the monthly escrow amount may be adjusted periodically and can not be stated at this time.
7. The maturity date will be November 25, 2035, on which date any unpaid interest and all other sums due shall be paid in full.

AND IT IS FURTHER ORDERED that the arrears included in Bayview Loan Servicing LLC's proof of claim are hereby amended to zero.

AND IT IS FURTHER ORDERED that the Debtor shall file an Amended Chapter 13 plan within thirty (30) days of the entry of the within order.